

EXHIBIT A



In the Matter Of:

Eames

V.

Nationwide Mutual Insurance Company

C.A. # 04-CV-1324 KAJ

Transcript of:

Glenn W. Deaton

August 9, 2005

Wilcox & Fetzer, Ltd.
Phone: 302-655-0477
Fax: 302-655-0497
Email: lhertzog@wilfet.com
Internet: www.wilfet.com

Eames
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

THOMAS A. EAMES, ROBERTA L. EAMES)
and TAMMY EAMES, on behalf of)
themselves and all others)
similary situated,)
)
Plaintiffs,)
) Civil Action
v.) No. 04-CV-1324KAJ
)
NATIONWIDE MUTUAL INSURANCE)
COMPANY,)
)
Defendant.)

Deposition of Glenn Deaton Agency, Inc.
taken pursuant to Federal Rule of Civil Procedure
30(b)(6) through its designee GLENN W. DEATON at the
law offices of Murphy, Spadaro & Landon, 1011 Centre
Road, Suite 210, Wilmington, Delaware, beginning at
10:40 a.m., on Tuesday, August 9, 2005, before Kurt A.
Fetzer, Registered Diplomate Reporter and Notary
Public.

APPEARANCES:

JOHN S. SPADARO, ESQ.
MURPHY SPADARO & LANDON
1011 Centre Road - Suite 210
Wilmington, Delaware 19805
For the Plaintiffs

CURTIS P. CHEYNEY, III, ESQ.
SWARTZ CAMPBELL & DETWEILER
1601 Market Street - 34th Floor
Philadelphia, Pennsylvania 19103-2316
For the Defendant

WILCOX & FETZER
1330 King Street - Wilmington, Delaware 19801
(302) 655-0477

Eames
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 2

1 APPEARANCES: (Cont'd)
2 ROBERT J. LEONI, ESQ.
MORGAN SHELBY & LEONI
3 131 Continental Drive - Suite 206
Newark, Delaware 19713
4 For the Witness
5
6 GLENN W. DEATON,
7 the deponent herein, having first been
8 duly sworn on oath, was examined and
9 testified as follows:
10 EXAMINATION
11 BY MR. SPADARO:
12 Q. Sir, would you state your name for the record,
13 please?
14 A. **Glenn W. Deaton.**
15 Q. Can you tell me your home address, please?
16 A. **128 Sweet Gum Drive, Dover, Delaware, 19904.**
17 Q. Have you given sworn testimony under oath at a
18 deposition proceeding before?
19 A. **Yes.**
20 Q. And you understand that I will be asking you
21 questions at the deposition and that you will be
22 expected to answer them completely and truthfully
23 under oath?
24 A. **Yes, I do.**

Page 3

1 Q. And will you agree that if any question I ask
2 is unclear to you or if you feel that it needs
3 rephrasing or repetition, you will ask me to clarify
4 or repeat the question?
5 A. **Yes, I will.**
6 Q. And if you need to take a break, let me know
7 that. I'm going to try to move quickly enough so that
8 we don't need any breaks during your testimony, but
9 that doesn't mean you're not entitled to take one if
10 you want to. Okay?
11 A. **Okay.**
12 Q. Are you represented by any attorney at this
13 deposition?
14 A. **I am.**
15 Q. Is Mr. Leoni representing you today?
16 A. **Yes, he is.**
17 Q. And are you a representative of the Glenn
18 Deaton Agency Incorporated?
19 A. **I am.**
20 Q. What is the Glenn Deaton Agency Incorporated?
21 A. **I'm an independent contractor, agent, principal**
22 **for Nationwide Insurance Company.**
23 MR. SPADARO: Could you read that back,
24 Kurt?

Page 4

1 (The reporter read back the last answer.)
2 BY MR. SPADARO:
3 Q. Do I understand from your answer that you're
4 indicating that in the business in which you operate
5 Nationwide acts as a principal and you act as
6 Nationwide's agent?
7 A. **The term principal I use to describe myself as**
8 **an agency, I'm the agency principal.**
9 Q. The principal of the business?
10 A. **Correct.**
11 Q. Maybe I should ask. What is your relationship
12 to the Glenn Deaton Agency Incorporated?
13 A. **I'm the president of the corporation and the**
14 **primary agent-producer.**
15 Q. And what do you mean by "agent-producer"?
16 A. **I am responsible for the sale of the products**
17 **in the office and also have other licensed staff, but**
18 **I am the primary producer of sales, salesperson, if**
19 **you will.**
20 Q. What does -- if I refer to the Glenn Deaton
21 Agency Incorporated as Deaton or the Deaton Agency,
22 will you know what I mean?
23 A. **Yes.**
24 Q. What, if anything, does the Deaton Agency sell?

Page 5

1 A. **We sell a variety of property, casualty and**
2 **life and health, financial service products, including**
3 **automobile, homeowner, commercial property liability,**
4 **worker's compensation, life insurance and some mutual**
5 **funds and variable products as well.**
6 Q. The products that you listed are all insurance
7 products, are they not?
8 A. **Correct.**
9 Q. And does the Deaton Agency sell Nationwide
10 Insurance products to consumers?
11 A. **Yes.**
12 Q. And ask the Deaton Agency sell exclusively
13 Nationwide Insurance products to Delaware consumers?
14 A. **I am a captive, exclusive agent of Nationwide.**
15 **I do have opportunities to sell products outside of**
16 **that arrangement, but primarily Nationwide products.**
17 Q. Are you able to estimate roughly the percentage
18 of Nationwide Insurance products that you sell
19 compared to the insurance products of other insurance
20 companies?
21 A. **Nationwide sales represents I would say 90 to**
22 **95 percent of our overall sales.**
23 Q. What do you mean when you are referring to the
24 Deaton Agency as captive?

2 (Pages 2 to 5)

Eames
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 6

1 **A. I have a contract to sell Nationwide's products**
2 **exclusively. I'm required to sell Nationwide's**
3 **products. I'm not allowed to broker or go outside of**
4 **that agreement for market. In other words, if**
5 **Nationwide offers that product for sale, I'm going to**
6 **sell their product.**

7 **If I have occasion to sell a product that**
8 **Nationwide is not interested in that market, I'm**
9 **allowed to place that through another carrier.**

10 Q. So you're allowed to sell other insurance
11 companies' products so long as they don't compete in
12 this market with products that Nationwide is selling?

13 **A. Correct.**

14 Q. I hope you understand what I meant. When I
15 said, "this market," I meant Delaware. And I think
16 you understood my question that way?

17 **A. Correct. That's the only state that I am**
18 **licensed to transact.**

19 Q. And you do hold a professional license?

20 **A. Yes, I do.**

21 Q. Could you identify it for me?

22 **A. I have a license through the Delaware Insurance**
23 **Commissioner's office, an agency's license to sell all**
24 **of the products that I mentioned, property, casualty,**

Page 7

1 **life, health, bonding and variable annuities as well.**

2 Q. You understand, do you not, that you've been
3 designated by the Deaton Agency to testify on its
4 behalf at this deposition?

5 **A. Yes.**

6 Q. Do you freely accept that designation?

7 **A. Yes, I do.**

8 MR. SPADARO: Let me ask the court
9 reporter to mark as Exhibit 1 to your deposition a set
10 of documents that purports to be a copy of a letter
11 signed on my behalf by another attorney in my firm,
12 Mr. Brockstedt, dated March 24, 2005 and addressed for
13 hand delivery to the Glenn Deaton Agency Incorporated,
14 attached to which is a copy of the subpoena that we
15 served on the Glenn Deaton Agency in this case.

16 (Deaton Deposition Exhibit No. 1 was
17 marked for identification.)

18 BY MR. SPADARO:

19 Q. Have you had an opportunity to examine the
20 document that's been marked as Deaton Exhibit 1?

21 **A. Yes, I have.**

22 Q. Have you seen this document before, Mr. Deaton?

23 **A. Yes.**

24 Q. Does it appear to be what I have described?

Page 8

1 **A. Yes, it does.**

2 Q. If you turn to the fourth page of the document,
3 do you see there an appendix that purports to set
4 forth a description of the documents being subpoenaed
5 and the topics for your testimony today?

6 **A. Yes.**

7 Q. And on the next page do you see the heading
8 Matters for Examination?

9 **A. Yes.**

10 Q. And you understand that under that heading is
11 set forth the three subject areas which I'll be asking
12 questions about today?

13 **A. Yes.**

14 Q. And have you had a chance to review those
15 subject areas before today's deposition?

16 **A. I have.**

17 Q. Are you prepared to answer questions relating
18 to those three subject areas?

19 **A. I am.**

20 Q. Thank you.

21 How many employees does the Deaton Agency
22 have, sir?

23 **A. Including myself, five.**

24 Q. Let me ask you a little bit more about your

Page 9

1 relationship, the agency's relationship with
2 Nationwide, if I could. Okay?

3 Does the Deaton Agency lease equipment
4 from Nationwide?

5 **A. Could you be more specific about equipment?**

6 Q. Well, is there office equipment that you use in
7 your business operations like computers, telephones
8 and that sort of thing?

9 **A. All of the office equipment belongs to my**
10 **business. It's not property of Nationwide Insurance,**
11 **desks, chairs, filing cabinets.**

12 **Computer equipment specifically for many**
13 **years was the property of Nationwide Insurance and we**
14 **were required by contract to lease their hardware and**
15 **use their software. A few years ago they decided to**
16 **get out of the hardware business. And basically the**
17 **agents now own the hardware, but we are under contract**
18 **to use their software and their pipeline, if you will,**
19 **the company intranet and the software and all the**
20 **products of running the software and the computer is**
21 **provided by Nationwide, but the computer is owned by**
22 **the agency.**

23 Q. When you say that the software is owned by
24 Nationwide, does that include what might be called

3 (Pages 6 to 9)

Earnes
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 10

1 document management software?
2 **A. Yes.**
3 Q. Do you send and receive e-mails at the Deaton
4 Agency?
5 **A. Yes, we do.**
6 Q. If I understand correctly, is it correct to say
7 that your e-mails are sent and received on
8 Nationwide's file server?
9 **A. That's correct.**
10 Q. How is the Deaton Agency compensated for its
11 role in selling Nationwide Insurance products in
12 Delaware?
13 **A. We're compensated strictly through commissions**
14 **on products that we sell. We have no other source of**
15 **income other than commission based on the sales.**
16 Q. When a premium is obtained from a consumer in
17 connection with the sale of a Nationwide Insurance
18 product through the Deaton Agency, do you begin by
19 transferring the premium to Nationwide?
20 **A. Yes. Any premium received by our office is in**
21 **a fiduciary capacity, is placed in a fiduciary**
22 **account, a premium-bearing account only and is**
23 **remitted to Nationwide. And I receive my commission**
24 **after they have processed their transactions on a**

Page 11

1 **biweekly basis.**
2 Q. So Nationwide collects premiums and then pays
3 to you commissions based on how much premium was
4 collected?
5 **A. Right.**
6 Q. How are employees' salaries paid? Are they
7 paid directly by the Deaton Agency?
8 **A. Yes. The employees are employees of myself and**
9 **are paid directly by me.**
10 Q. How long have you been the president of the
11 Deaton Agency?
12 **A. I started with Nationwide in the fall of 1989.**
13 **Fifteen, sixteen years.**
14 Q. Now, Mr. Deaton, we're going to be referring to
15 a particular type of coverage within the automobile
16 insurance product known as personal injury protection.
17 Are you familiar with that term?
18 **A. I am.**
19 Q. And if I call it personal injury protection,
20 you'll know what I mean?
21 **A. Yes.**
22 Q. If I call it PIP, you will know what I mean?
23 **A. Yes.**
24 Q. I may make reference to limits of liability for

Page 12

1 PIP coverage. If I do that, will you know what I
2 mean?
3 **A. Yes.**
4 Q. And --
5 MR. LEONI: John, I'm just going to ask
6 that you make sure that if he doesn't understand it in
7 the context that you're asking that you explain that
8 because we have to make sure he understands it in the
9 context that you're using it.
10 MR. SPADARO: Sure.
11 BY MR. SPADARO:
12 Q. We have agreed if you have any questions about
13 my questions you will ask me, right?
14 **A. Certainly.**
15 Q. I'm not trying to give you an insurance 101
16 quiz. But just for the record can you give me your
17 understanding of what limits of liability means as an
18 insurance term?
19 **A. Sure. Limits of liability would be the amount**
20 **provided by the contract, a maximum amount based on a**
21 **per person limit or a per occurrence limit, but limit**
22 **of liability would be the maximum amount payable by**
23 **the company for a claim, a covered claim.**
24 Q. And that amount is a dollar amount?

Page 13

1 **A. Correct.**
2 Q. So it's expressed in numbers, is expressed in
3 dollars?
4 **A. It's expressed in dollars, yes.**
5 Q. Are you able to give me a step-by-step
6 description -- I could break it down if you want me
7 to, but maybe it's faster not to. It's your
8 preference.
9 If I ask you to give me a step-by-step
10 description of the process by which an ordinary
11 Delaware consumer in your neighborhood comes in and
12 purchases a Nationwide auto policy, could you do that
13 for me?
14 **A. Yes, I could.**
15 Q. Okay. Would you, please?
16 **A. Sure. Once a quote is given -- generally, the**
17 **process starts by an individual requesting a quote for**
18 **what the coverage would be.**
19 **We would --**
20 Q. I'm sorry. I don't mean to interject. Along
21 the way I may ask you to clarify a term here or there.
22 **A. Sure.**
23 Q. By "quote" you're referring to the consumers
24 asking how much will it cost me to buy auto insurance?

4 (Pages 10 to 13)

Eames
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 14

1 A. They would like a price quotation for the cost
2 of coverage.
3 We would gather the required information
4 that is needed to prepare a quote, certain personal
5 information about the type of vehicle, driving record,
6 information about the driver and so forth. Once the
7 quote is prepared and given and accepted, the
8 application process would start where we would
9 basically complete the Nationwide application on the
10 computer, generate an application, going through the
11 various information as needed about drivers and so
12 forth, the vehicle and coverages.
13 At that point we would interview with the
14 client or with the applicant explaining and requesting
15 if they have specific limitations, limits of liability
16 that they would like to compare with, if they have a
17 current contract. If they do not have current
18 coverage, we would explain to them what's required by
19 law and then show them the option limits that are
20 available.
21 Upon completion of the application it
22 would be printed out and any trailing documents that
23 were required to be signed -- a trailing document
24 would be a document in addition to the application

Page 15

1 itself. The form A is considered a trailing document.
2 A vehicle inspection form, if a vehicle may be
3 customized or altered or have existing damage we are
4 required to view the vehicle and potentially have a
5 document, a trailing document as an inspection report.
6 A child's or student's report card that would be in
7 line for a discount, a defensive driving class, any
8 supplemental document that would affect the rate
9 provided or the coverage provided, we would be
10 required to obtain those, signatures on the
11 application and any trailing documents would be
12 obtained.
13 We would review what coverages are elected
14 and rejected by the applicant.
15 Q. When all of that was completed what would
16 happen?
17 A. The premium would be collected based on the
18 applicant's choice of pay plan. There are a variety
19 of different pay plan options available. We would
20 collect the appropriate premium, provide a receipt.
21 And we would at that point provide a binder or
22 memorandum of insurance, some proof that the
23 application process had been completed.
24 We would provide that to the applicant

Page 16

1 with a receipt. The application would be released or
2 sent to Nationwide by the computer. We would set up a
3 new file retaining the documents in our file. No
4 paper really transactions go to Nationwide. It's done
5 electronically and we retain the original application
6 and any trailing documents in our file. Premiums are
7 collected by our firm, by our agency, are deposited in
8 a local bank, are remitted on Nationwide's remittance
9 program. And they will then a couple of business days
10 later they will electronically draft those funds from
11 the fiduciary account.
12 At that point the policy is processed and
13 generated directly by Nationwide from their service
14 center and sent out to the insured.
15 We tell every applicant that they will
16 receive their policy package directly from Nationwide
17 with I.D. cards and the policy packet itself; when
18 it's received to please give us a call if they have
19 any questions, to review if there's anything there
20 that they're not sure of. And we would set up our
21 file from there and that's basically, that's the basic
22 transaction process.
23 Q. Okay. Let me ask you about the point at which
24 the premium has been collected and a binder or

Page 17

1 memorandum of insurance or other proof of insurance
2 has been provided to the consumer. Okay?
3 A. (The witness nodded.)
4 Q. Are you with me?
5 A. Yes.
6 Q. Have I so far characterized that part of your
7 testimony correctly?
8 A. Yes.
9 Q. At that point is the consumer insured for
10 automobile insurance by Nationwide?
11 A. Yes.
12 Q. So it's your understanding at that point an
13 insurance contract exists?
14 A. Yes.
15 Q. How long after that point -- well, at that
16 point the consumer presumably goes, leaves your office
17 and goes home carrying the auto memorandum of
18 insurance or binder or other proof of insurance,
19 right?
20 A. Correct.
21 MR. CHEYNEY: Objection.
22 Q. How much time typically passes, if you can tell
23 me, between that event and the consumer's receipt of
24 policy documents generated from Nationwide's service

5 (Pages 14 to 17)

Earnes
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 18

1 center?
2 **A. Generally, one week, approximately a week's**
3 **time to process and have that sent out in the mail to**
4 **them.**
5 Q. Have you known it to take less than a week?
6 **A. Yes.**
7 Q. Have you known it to take more than a week?
8 **A. Yes.**
9 Q. On the far end of the scale, how long does it
10 take when it takes longer than a week?
11 **A. Only an additional day or two, maybe ten days**
12 **maximum.**
13 Q. And if the insured vehicle is involved in an
14 automobile collision during that one week to ten-day
15 interim, it's your understanding that Nationwide
16 insures that event?
17 MR. CHEYNEY: Objection.
18 **A. Correct.**
19 Q. Where is the Nationwide service center? Do you
20 know?
21 **A. It is in Gainesville, Florida for the bulk of**
22 **the automobile policies that we issue. They're**
23 **generated from the Gainesville, Florida service**
24 **center.**

Page 19

1 Q. Are there other Nationwide service centers that
2 address other regions of the country?
3 **A. Yes.**
4 Q. Thank you.
5 This process you've described very
6 patiently for me, which I appreciate, this step-by-
7 step process by which the consumer purchases the auto
8 insurance from Nationwide, as part of that process are
9 documents shared with the consumer at any stage?
10 **A. Documents, yes.**
11 Q. For example, is the price quote that you
12 started your description with a written price quote?
13 **A. Yes.**
14 Q. And that's a document that's shared with the
15 consumer and he can take home with him?
16 **A. We do have a formal quote letter when someone**
17 **asks for a quote that we can provide a user friendly**
18 **quote letter. Generally, that's not sent out on a**
19 **telephone quote or if someone comes into the office**
20 **and I provide the quote on the computer and share with**
21 **them the information on the monitor and they say yes,**
22 **I would like to purchase that coverage, generally that**
23 **quote letter is not printed out.**
24 **We would go directly into the application**

Page 20

1 **process. Many times we would not print or screen**
2 **print, if you will, the quote to show them if they**
3 **brought their policy with them and they would like to**
4 **compare, we would print off a document like that which**
5 **would be just a screen print. But there is a formal**
6 **quote letter that can be generated if it's requested.**
7 Q. Whether the document is generated hard copy or
8 not, is it often the case that the consumers are
9 allowed to see the quote in writing while they're in
10 your office?
11 **A. Yes.**
12 Q. Are there any other documents that as part of
13 this process the consumers either see visually or are
14 allowed to take with them?
15 **A. Yes.**
16 Q. I think you mentioned the memorandum of
17 insurance or binder or other proof of insurance.
18 **A. Correct.**
19 Q. That's one category of documents that is given
20 to the consumer, right?
21 **A. Correct. They are offered a copy of the**
22 **physical application as well and the Delaware Form A**
23 **Delaware Protection Act document.**
24 Q. I think you referred earlier to options that

Page 21

1 the consumer has with respect to the limits of
2 liability that they can purchase for different
3 coverages.
4 Do you recall that?
5 **A. Correct.**
6 Q. And I'm going to limit my questions to
7 automobile insurance. All right?
8 **A. Mm-hmm.**
9 Q. There are --
10 MR. LEONI: You have to answer actually
11 verbally yes or no.
12 THE WITNESS: Yes.
13 MR. SPADARO: Thank you, Mr. Leoni.
14 BY MR. SPADARO:
15 Q. There are different dollar amounts in limits of
16 liability that consumers are able to purchase within
17 different coverages, right?
18 **A. Correct.**
19 Q. It's your understanding that with respect to
20 PIP coverage there's a minimum amount that's mandated
21 by statute. Is that right?
22 **A. That's right.**
23 Q. And the minimum statutory limits of liability
24 for PIP coverage according to your understanding are

6 (Pages 18 to 21)

Eames
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 22

1 \$15,000 per person/\$30,000 per accident. Is that
2 right?
3 **A. Correct.**
4 Q. But consumers are able to purchase more than
5 that, aren't they?
6 **A. Yes.**
7 Q. What is the full amount of limits of liability
8 available from Nationwide today for PIP coverage?
9 MR. CHEYNEY: Objection.
10 MR. LEONI: Do you know what? So far we
11 have been talking generically, but actually the notice
12 of deposition refers only to Nationwide Mutual
13 Insurance Company. So I'm assuming, and maybe
14 wrongfully so, your questions are limited to
15 Nationwide Mutual.
16 MR. SPADARO: Yes. All my questions are
17 limited to the defendant in this case, Nationwide
18 Mutual -- let me make sure I get the name right --
19 Nationwide Mutual Insurance Company.
20 BY MR. SPADARO:
21 Q. Do you understand that, sir?
22 **A. Yes.**
23 Q. Do all of your responses so far relate to
24 Nationwide Mutual Insurance Company?

Page 23

1 **A. Yes.**
2 Q. So let me ask you again: Can you tell me the
3 full amount of PIP limits of liability that are
4 available for purchase from Nationwide today in
5 Delaware?
6 MR. CHEYNEY: Objection.
7 **A. The maximum limits for PIP available is**
8 **\$100,000 per person/\$300,000 per accident.**
9 Q. Do you have a sense of in percentage terms of
10 the percentage of auto policies that the Deaton Agency
11 is involved in selling on Nationwide's behalf for
12 which Delaware consumers in a typical year purchase
13 the minimum limits of \$15,000 per person/\$30,000 per
14 accident?
15 MR. LEONI: Hold on a second. Can I hear
16 that back?
17 Could you read it back, Kurt?
18 THE WITNESS: Because he --
19 MR. LEONI: Hold on. He's going to read
20 the question back to make sure we understand it.
21 (The reporter read back the last
22 question.)
23 MR. LEONI: Again, we're referring only to
24 Nationwide Mutual Insurance Company personal auto

Page 24

1 policies?
2 MR. SPADARO: Yes.
3 BY MR. SPADARO:
4 Q. I've said that I'm only referring to the
5 defendant Nationwide Mutual Insurance Company and I
6 have clarified all of my questions relate to
7 automobile insurance. So that's a given with every
8 question I ask unless I specify otherwise. I'm not
9 going to ask you about products other than auto at
10 this point.
11 Do you understand my question?
12 **A. I understand your question. But my response**
13 **would be particularly regarding Nationwide Mutual, the**
14 **company one, that Nationwide Mutual -- we're not**
15 **talking about the non-standard. We're talking about**
16 **generally -- all right.**
17 Q. I'm only asking about the defendant in this
18 case, Nationwide Mutual Insurance Company.
19 **A. Yes. I understand your question.**
20 MR. LEONI: Just to be clear for the
21 witness because he seems to be having a little
22 trouble --
23 MR. SPADARO: If you have an objection to
24 form, we're in the District Court, if you have an

Page 25

1 objection to the form, you can object to form. I'll
2 clarify.
3 BY MR. SPADARO:
4 Q. You understand I'm trying to figure out how
5 often people purchase the minimum limits? Do you
6 understand my question?
7 **A. Yes, I do.**
8 Q. If you can ballpark that for me in percentage
9 terms, that would be helpful.
10 **A. Under Nationwide Mutual Insurance Company**
11 **policies that we issue I would say only 25 percent or**
12 **less purchase the minimum PIP coverage.**
13 Q. Okay. Thank you. That's very helpful.
14 Now, in response to our subpoena it's your
15 understanding that the Deaton Agency produced certain
16 documents to us?
17 **A. That's correct.**
18 Q. And is it your understanding that we reached a
19 compromise by which the parties agreed that the Deaton
20 Agency would produce policy-related documents for just
21 35 policyholders?
22 **A. Yes.**
23 Q. And just for the record, over the course of the
24 time period embraced by this lawsuit the agency has

7 (Pages 22 to 25)

Eames
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 26

1 sold many more than 35 insurance policies, auto
2 insurance policies, that is, on behalf of Nationwide?
3 **A. Yes.**
4 **Q.** But this was a compromise we reached to reduce
5 the burden and expense of responding to the subpoena.
6 Do you understand that?
7 **A. Yes.**
8 **Q.** I want to mark as Exhibit 2 to your deposition
9 a set, a single set of these policy-related documents
10 that were produced by the Deaton Agency as part of
11 this compromise.
12 Do you understand what I have represented?
13 **A. Yes.**
14 **Q.** And it's your understanding, is it not, that
15 the Deaton Agency's attorneys, Mr. Leoni and his
16 office, have blacked out or redacted certain
17 identifying information that might otherwise have
18 identified the policyholders under these policies?
19 **A. Yes.**
20 **Q.** And it's your understanding that the attorneys
21 for the Deaton Agency have numbered the sets that were
22 produced to us with one- or two-digit numbers?
23 **A. Yes.**
24 **MR. SPADARO:** Let me start by marking as

Page 28

1 **Page number 2 begins with detail about the**
2 **vehicle to be insured itself, including the make,**
3 **model, year, vehicle identification number and**
4 **ownership. The second area of the second page of the**
5 **document provides the coverage that's been selected.**
6 **The liability, physical damage, uninsured motorist and**
7 **PIP coverage are detailed there. Any discounts are**
8 **listed there on the bottom of that second page.**
9 **Page 3 provides ratings variables,**
10 **including the work or work commute, annual mileage and**
11 **any surcharges for rate class that might be**
12 **applicable.**
13 **Q.** If I could just interject for a moment. By
14 rating variables are we referring to underwriting
15 factors that might result in a determination of the
16 premium to be charged?
17 **A. Correct.**
18 **Q.** Thank you.
19 **A.** Below that on the third page is some general
20 information specific to the place of the domicile of
21 the applicant, where they live, and payment
22 information is also included on page 3.
23 **The fourth page is a closing statement**
24 **that provides information on how Nationwide will**

Page 27

1 Exhibit 2 to your deposition set number 63 from the
2 Deaton production.
3 (Deaton Deposition Exhibit No. 2 was
4 marked for identification.)
5 **BY MR. SPADARO:**
6 **Q.** Just review that, if you would, to your
7 satisfaction. Let me know when you feel comfortable
8 answering some questions about it.
9 **A. (Reviewing document) Okay.**
10 **Q.** Does this appear to be a copy of the documents
11 from set 63 of the Deaton production?
12 **A. Yes.**
13 **Q.** I'm going to ask you if you can try to describe
14 the approximately seven pages that are part of Exhibit
15 2 for me in a little more detail.
16 **A. Okay.**
17 **Q.** Thank you.
18 **A.** Page 1 -- the document is a standard automobile
19 insurance application through Nationwide Mutual. The
20 first page of the document provides basic declaration
21 type information about the name of the insured, date
22 of the application and basic demographic information
23 about the insured, license, date of birth, social,
24 address and so forth.

Page 29

1 **handle the application regarding misrepresentations**
2 **and acknowledgment of coverage and accepting of the**
3 **risk.**
4 **The fifth page includes statements that**
5 **are asked to be initialed in total by the insured**
6 **regarding their use and ownership and declaration of**
7 **any drivers in the household or have regular use of**
8 **that vehicle and any forbidden uses of the vehicle**
9 **under the personal auto policy, including delivery of**
10 **pizza and you will see there in the one bullet the**
11 **newspapers or taxicab-type things are prohibited. We**
12 **ask that they acknowledge that there.**
13 **And the final part on page 5 is the**
14 **signature place where the applicant and the producing**
15 **agent would sign and date and time the application.**
16 **Q.** So those first five pages are -- bear with me
17 for a second.
18 Those first five pages are the application
19 themselves?
20 **A.** Those pages are the application, yes.
21 **Q.** And the remaining two pages of Deaton Exhibit 2
22 are not what you would describe as part of the
23 application?
24 **A. Correct.**

8 (Pages 26 to 29)

Eames
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 30

1 Q. But they are part of the larger process of
2 placing insurance?
3 **A. Correct.**
4 Q. I'm sorry I interrupted you. Thank you.
5 **A. The sixth page is the Delaware Motorists'**
6 **Protection Act, a form that's used to acknowledge and**
7 **where the applicant would select and verify or reject**
8 **any coverage options that they would like. The**
9 **minimum limits are displayed on this form that are**
10 **required by Delaware law, along with other optional**
11 **coverages for physical damage, including**
12 **comprehensive, collision, uninsured motorist, loss of**
13 **use. This is the form that we have the insured sign**
14 **that spells out the requirements and also the options**
15 **that are provided under the Delaware policies.**
16 **The final page is a copy of the screen**
17 **print that I mentioned. This would be a document that**
18 **I would share with an insured that would come in the**
19 **office if we were comparing different quotes. This is**
20 **simply a screen print of our quote process off the**
21 **computer.**
22 Q. That final page that you've indicated is shared
23 with the consumer is titled Auto Rate Quote Number 1?
24 **A. Correct.**

Page 31

1 Q. Let me ask you to turn, if you would, to the
2 second page of Deaton Exhibit 2, please.
3 I'm going to direct your attention to the
4 entries in the middle of the page under the Heading
5 Vehicle Level Coverages.
6 Do you see that?
7 **A. Yes.**
8 Q. Now, there appear to be under that heading
9 three columns setting forth information. Is that fair
10 to say?
11 **A. Yes.**
12 Q. In the left-hand column we see the first entry
13 reads Comprehensive and underneath that Collision and
14 then underneath that Property Damage and so forth.
15 That left-hand column identifies different types of
16 insurance coverage within the automobile insurance
17 product?
18 **A. Correct.**
19 Q. Is that fair to say?
20 **A. Yes.**
21 Q. And the middle column begins with the number
22 250. Do you see that?
23 **A. Yes.**
24 Q. And that corresponds to the entry in the

Page 32

1 left-hand column that says Comprehensive, right?
2 **A. Correct.**
3 Q. And what does that information up to that point
4 indicate?
5 **A. That entry relates to the deductible that would**
6 **be applied to that line of coverage. \$250 would be**
7 **the deductible applicable to the comprehensive line of**
8 **coverage.**
9 Q. Very briefly, what does comprehensive coverage
10 entail in an auto insurance policy?
11 **A. Comprehensive coverage provides coverage for**
12 **damage to the insured vehicle that is not collision**
13 **related and would include glass breakage, vandalism,**
14 **theft, fire, flood. Collision with an animal would be**
15 **one comprehensive coverage where a collision would**
16 **take place with an animal, but it's damage to the**
17 **vehicle that's generally not collision related.**
18 Q. So it appears that it's contemplated for this
19 particular insurance contract that there will be a
20 deductible for comprehensive coverage of \$250, right?
21 **A. Correct.**
22 Q. And that deductible is expressed in a dollar
23 amount?
24 **A. Yes.**

Page 33

1 Q. In the right-hand column there appear to be
2 dollar amounts set forth for each of the types of
3 coverage.
4 Do you see that?
5 **A. Yes.**
6 Q. The first being \$23.20 corresponding to the
7 comprehensive coverage entry, right?
8 **A. Correct.**
9 Q. Am I correct that sets forth the premium amount
10 to be collected with respect to each coverage within
11 the automobile insurance contract?
12 **A. Yes.**
13 Q. Now let me ask you to turn, if you could, to
14 the last page of Deaton Exhibit 2 entitled Auto Rate
15 Quote Number 1 and let me know when you have that
16 before you, please.
17 **A. I do.**
18 Q. This document has a similar format, doesn't it?
19 **A. Yes.**
20 Q. Because we see abbreviated names for the
21 different types of coverage beginning with COMP for
22 comprehensive and then COLL for collision, then PD for
23 property damage and so forth, right?
24 **A. Correct.**

9 (Pages 30 to 33)

Eames
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 34

1 Q. And then in the middle column we see the dollar
2 amount for comprehensive that indicates 250,
3 signifying the \$250 deductible to be charged for that
4 coverage, right?
5 **A. Correct.**
6 Q. In the right-hand column we see that 23.20
7 indicating the \$23.20 premium to be collected for the
8 comprehensive coverage, correct?
9 **A. Correct.**
10 Q. Now, there is information redacted on this
11 page. So let me ask you as it appears in unredacted
12 form, does the name of the insured appear on this
13 page?
14 **A. Yes.**
15 Q. And would the page in unredacted form indicate
16 anywhere the vehicle to be insured?
17 **A. Yes.**
18 Q. How would it identify that vehicle?
19 **A. By the year, make and model would generally**
20 **appear in the heading above the \$250 deductible where**
21 **it's been redacted. The vehicle year and type would**
22 **appear there.**
23 Q. And we know that the types of coverages are
24 described in the document, right?

Page 35

1 **A. Correct.**
2 Q. And the limits of liability for the coverages
3 are set forth, are they not?
4 **A. Yes.**
5 Q. And the premium amount to be charged for each
6 is set forth, right?
7 **A. Yes.**
8 Q. Turning to that middle column that begins with
9 the number 250 for the deductible for comprehensive
10 coverage, that is not a dollar amount that indicates
11 the limit of liability for comprehensive coverage, is
12 it?
13 **A. No.**
14 Q. It indicates rather the dollar amount of the
15 deductible for that coverage, right?
16 **A. Correct.**
17 Q. Why does it indicate a dollar amount for the
18 deductible rather than for the limit of liability?
19 **A. The deductible is a common factor that would be**
20 **charged against a claim regardless of -- the value of**
21 **the vehicle is a variable that cannot really be**
22 **contemplated at the time of application. The value or**
23 **limit of that coverage would be contemplated at the**
24 **time of the claim, meaning someone may have purchased**

Page 36

1 **a brand-new vehicle on this day valued at \$20,000.**
2 **Well, when the claim time comes a week, a month, a**
3 **year later, the value of that vehicle would be**
4 **determined at that time based on the actual cash value**
5 **of the vehicle at the time.**
6 **So that deductible is assessed as a common**
7 **factor against the amount of the claim because the**
8 **limit of liability would be relatively unknown based**
9 **on the actual cash value of the vehicle.**
10 Q. So the limit of liability is not expressed in
11 that column for comprehensive coverage because it's
12 not a readily identifiable number at the time the
13 policy is purchased?
14 **A. Correct.**
15 Q. Rather, it's a number to be determined later
16 based on the depreciating value of the property?
17 **A. And the amount of damage incurred, correct.**
18 Q. And the amount of damage incurred. Thank you.
19 The number 500 appears in the middle
20 column for the entry for collision damage. Do you see
21 that?
22 **A. Yes.**
23 Q. And what does that number express?
24 **A. In similar fashion, it is a deductible that**

Page 37

1 **would be charged against the claim to the insured for**
2 **a collision claim.**
3 Q. And that's expressed as a dollar amount?
4 **A. Correct.**
5 Q. And the reason that entry is expressed as a
6 deductible rather than showing the limit of liability
7 for collision damage is the same reason you explained
8 with respect to comprehensive coverage, right?
9 **A. Yes.**
10 Q. It is an unknowable factor at the time the
11 policy is purchased?
12 **A. Correct.**
13 Q. The number 10,000 appears in that middle column
14 entry on this last page of Deaton Exhibit 2 for
15 property damage coverage.
16 Do you see that?
17 **A. Yes.**
18 Q. And is that insurance coverage that insures
19 against property damage claims brought by other
20 drivers for damage done to their property?
21 **A. Correct.**
22 Q. And the 10,000 indicates, the 10,000 figure in
23 that middle column of the last page of Deaton Exhibit
24 2 for property damage indicates the dollar amount of

10 (Pages 34 to 37)

Eames
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 38

1 the limit of liability for property damage coverage?
2 **A. That's correct.**
3 Q. And that's expressed as a dollar amount because
4 it is a dollar amount known at the time the policy is
5 purchased?
6 **A. That's correct.**
7 Q. When the policy is purchased it's readily
8 ascertainable what the limit of liability is for
9 property damage coverage or bodily injury coverage,
10 right?
11 **A. Correct.**
12 Q. And for the bodily injury entry we see 15/30 in
13 the middle column.
14 Do you see that?
15 **A. Yes.**
16 Q. What does that mean?
17 **A. That signifies \$15,000 per person and a \$30,000**
18 **per accident limitation.**
19 Q. So that's the limit of liability for bodily
20 injury coverage?
21 **A. Correct.**
22 Q. And that's the insurance made available for
23 claims by other persons than the insured against the
24 insured for bodily injury suffered in a covered event?

Page 39

1 **A. Correct.**
2 Q. The next entry on the left reads UMBI. Do you
3 see that?
4 **A. Yes, I do.**
5 Q. What does that stand for?
6 **A. It stands for uninsured motorist bodily injury**
7 **coverage.**
8 Q. I'm sorry. I skipped. There's an entry above
9 that column that says DB.
10 Do you see that?
11 **A. Yes.**
12 Q. What does that stand for?
13 **A. That stands for death benefit.**
14 Q. What is the death benefit coverage? Could you
15 explain that quickly?
16 **A. Nationwide's product provides a death benefit**
17 **to the named insured, the driver and passengers if**
18 **they are killed in a covered accident if they are**
19 **wearing their seat belt. There is a small death**
20 **benefit payable.**
21 Q. Then in the middle entry where otherwise
22 there're expressed limits of liability or deductibles
23 you see the entry in letters CNW.
24 Do you see that?

Page 40

1 **A. Correct.**
2 Q. I have no idea what that means and I guess that
3 means coverage not wanted, but maybe you could tell
4 me.
5 **A. That's exactly correct.**
6 Q. Is it the case that wherever I see CNW in the
7 documents that Deaton produced it means coverage not
8 wanted?
9 **A. Yes.**
10 Q. And I'll represent to you that I have seen that
11 entry in documents produced by other insurance agents
12 that have been subpoenaed in the case.
13 Do you understand what I have told you?
14 **A. Sure. Yes.**
15 Q. Do you understand that to be a standard
16 abbreviation used in documents of this type --
17 **A. Yes.**
18 Q. -- by insurance agents?
19 **A. Yes.**
20 Q. I'm sorry. Your answer is?
21 **A. Yes.**
22 Q. Thank you.
23 Let me take you to the entry for PIP in
24 the left-hand column. Do you see that?

Page 41

1 **A. Yes.**
2 Q. And in the middle column it says full.
3 Do you see that?
4 **A. Yes.**
5 Q. And that's a characterization that we see in --
6 I'll represent to you that that characterization of
7 PIP as full is one that can be found in every set of
8 documents that the Deaton Agency produced.
9 Do you understand what I am representing
10 to you?
11 **A. Yes.**
12 Q. Does that surprise you?
13 **A. No.**
14 Q. Is it fair to say that the characterization of
15 PIP as full in documents like the auto rate quote
16 shown on the last page of Deaton 2 is a routine one in
17 your business?
18 **A. Yes.**
19 Q. What I could do is show you some additional
20 examples of that characterization as it appears in
21 other sets of documents that Deaton produced simply so
22 you could confirm that full is in there. We can go
23 through that exercise. I'm happy to do that. Or you
24 could simply tell me that you expect to find it in all

11 (Pages 38 to 41)

Eames
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 42

1 of them, if that's the case.
2 **A. Yes. I would expect to see that usage of the**
3 **word "full" in the various documents that you have**
4 **obtained.**
5 Q. And you would expect to see it in connection
6 with PIP?
7 **A. Correct.**
8 MR. SPADARO: Just give me a couple of
9 minutes to think if I have anything else and I may
10 have nothing else.
11 MR. LEONI: While we're on break, you're
12 not allowed to talk to me, him, anybody else about
13 your testimony, what questions you were asked, what
14 questions you may be asked. You can talk to him about
15 anything else, hunting or whatever.
16 Do you understand that?
17 THE WITNESS: Yes.
18 MR. LEONI: Okay.
19 (A brief recess was taken.)
20 MR. SPADARO: Mr. Deaton, let me show you
21 what I am going to ask the court reporter to mark as
22 Exhibit 3 to your deposition.
23 (Deaton Deposition Exhibit No. 3 was
24 marked for identification.)

Page 43

1 BY MR. SPADARO:
2 Q. Mr. Deaton, take your time reviewing that
3 document, but I don't think I have too much to ask you
4 about it. I will represent to you that the document
5 marked as D-3 entitled Auto Memorandum Of Insurance is
6 just that, an auto memorandum of insurance that was
7 shared with us by the plaintiffs in this case, Mr. and
8 Mrs. Eames.
9 Do you understand what I have represented?
10 **A. Yes.**
11 Q. You can I think readily determine that this is
12 not a document related to an auto policy that was sold
13 through your office.
14 **A. Correct.**
15 Q. But instead it appears to relate to a policy
16 sold through another Delaware insurance agent?
17 **A. Correct.**
18 Q. I simply want to ask you whether -- let me go
19 back.
20 You referred during your helpful
21 description of the step-by-step process by which the
22 auto policy is sold to a document type called the auto
23 memorandum of insurance.
24 Do you remember that?

Page 44

1 **A. Yes.**
2 Q. Is this that type of document that you
3 described in that explanation?
4 **A. Yes.**
5 MR. SPADARO: That's all I have,
6 Mr. Deaton. I appreciate your patience and coming up
7 here today.
8 MR. CHEYNEY: I have some questions.
9 MR. LEONI: Mr. Cheney is going to ask you
10 some questions.
11 BY MR. CHEYNEY:
12 Q. Mr. Deaton, the packet 63 that was shown to
13 you, there is no binder attached, is there?
14 **A. There is not.**
15 Q. Do you keep a copy of the binder?
16 **A. As a rule, generally no.**
17 Q. Do you give a binder copy to the policyholder
18 or the new policyholder?
19 **A. Yes.**
20 Q. What does the binder indicate? Do you have a
21 copy of that that you could make available?
22 **A. I could make it available. It is very similar**
23 **in its format and content to the memorandum of**
24 **insurance.**

Page 45

1 **I could elaborate briefly that the auto**
2 **memorandum of insurance is generally once the policy**
3 **is issued by the company and physically processed, the**
4 **auto memorandum would be issued because it has a**
5 **policy number on it.**
6 **The binder contains pretty much the same**
7 **information with a caveat that says this is a binder**
8 **subject to the issuance of the policy. It gives a 30-**
9 **day time limit.**
10 Q. That's exactly my question. The binder is not
11 the policy?
12 **A. Correct.**
13 Q. Now, the automobile insurance application that
14 you have as Exhibit 63, this is signed by the
15 applicant. Is that correct?
16 **A. Correct.**
17 Q. Is the information on it signed by the
18 applicant when they sign it?
19 **A. Yes.**
20 Q. Do you explain to the applicant what the PIP,
21 personal injury protection, full and \$71.90 means?
22 **A. Yes.**
23 Q. And what does full mean when it appears there
24 that's explained to the applicant?

12 (Pages 42 to 45)

Earnes
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 46

1 **A. It means that that coverage is without a**
2 **deductible meeting the statutory requirement, the full**
3 **limit of the statute, which is 15/30.**
4 Q. Now, does that 71.90 that appears in that
5 column adjacent to full, to the right of full reflect
6 that premium for that policy coverage?
7 **A. Yes.**
8 Q. And if it were anything greater like the
9 additional policy coverage you spoke of, the APIP or
10 the 100/300,000, would that be a different premium?
11 **A. Yes, it would.**
12 Q. And that appears in the additional personal
13 injury protection, coverage not wanted?
14 **A. Correct.**
15 Q. Is there a discussion between you or your
16 agency and the insured as to the options of the APIP,
17 additional personal injury protection, or the minimum
18 policy limits?
19 **A. Yes.**
20 Q. Is this application always given, always given,
21 routinely given to the insured at the time they come
22 in?
23 MR. SPADARO: Objection to the form.
24 You can answer.

Page 47

1 MR. CHEYNEY: I think those words were
2 your words, "routine" and "common." I'm just trying
3 to get back to what your question was and repeat those
4 words.
5 So let me do it again.
6 BY MR. CHEYNEY:
7 Q. Is this application routinely and commonly
8 given to the insured at the time he signs the
9 application?
10 **A. It is offered consistently to the insured if**
11 **they would like to have a copy of it.**
12 Q. How often in your experience during the course
13 of the year, an average year do they take it or don't
14 take it?
15 **A. It's taken rarely by -- in my experience, the**
16 **physical application is rarely taken by the applicant.**
17 **Their concern is the proof of coverage that they would**
18 **need for the purchase of their vehicle or their motor**
19 **vehicle or to go to Motor Vehicle for registration**
20 **processes, purposes.**
21 **A small percentage generally request the**
22 **hard copy application.**
23 Q. Now, going to page 3 of the application, the
24 very last line under Notice, it says, and I quote the

Page 48

1 first three words, "Read your policy."
2 Do you see that?
3 **A. Yes.**
4 Q. Is that something that's always told to an
5 applicant, when the policy comes to read the policy
6 and if there's any questions to call you?
7 **A. Yes.**
8 Q. The application is not the policy, is it?
9 **A. Correct.**
10 Q. In the closing statement on page 4 there's a
11 paragraph four from the bottom. That first sentence
12 of that paragraph, could you read that?
13 **A. Beginning with "I hereby?"**
14 Q. Yes.
15 **A. "I hereby acknowledge that all coverages,**
16 **required and optional, available to me have been fully**
17 **explained."**
18 Q. In connection with that statement is it fair to
19 say from your agency and your personal viewpoint that
20 you explain to the insured at the time of the
21 application what the limits are that they are
22 purchasing, what the deductibles available are and
23 what the available additional APIP coverage for PIP
24 might be?

Page 49

1 **A. Yes.**
2 Q. Now, it also says in the very last paragraph --
3 could you read that sentence fully, please?
4 **A. "I have read and signed the Delaware Motorist**
5 **Protection Act form, required by Delaware statute and**
6 **have selected the coverage and limits requested**
7 **hereon."**
8 Q. Now, is that form what page 6 would be?
9 **A. Yes.**
10 Q. And do you and your agency go over this form
11 and what is checked on the form?
12 **A. Yes.**
13 Q. Is frequently or infrequently the checking the
14 result of actual conduct of the applicant or by your
15 agency?
16 **A. Do you refer to the physical marking of the**
17 **box?**
18 Q. Yes.
19 **A. Generally by the agent or agency employee, not**
20 **the applicant.**
21 Q. Is it always done as a result of a conversation
22 and specific question?
23 **A. Yes.**
24 Q. Do you see anywhere on this policy the

13 (Pages 46 to 49)

Earnes
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 50

1 word "full" unmodified by any other word when it comes
2 to the no-fault coverage package number 3?
3 MR. SPADARO: Objection.
4 MR. LEONI: Objection. Because I don't
5 understand. You said, "Do you see anywhere on this
6 policy." What policy?
7 MR. CHEYNEY: I beg your pardon. The
8 Delaware Motorists' Protection Act form. We're on
9 page 6.
10 MR. LEONI: Of exhibit Deaton Exhibit 2.
11 MR. CHEYNEY: Withdraw the question.
12 BY MR. CHEYNEY:
13 Q. Looking at this form where it says the
14 coverages under A, paragraph 3, do you see that?
15 A. Yes.
16 Q. And do you see under B, "Options. You must
17 select limits and coverage desired"? Do you see that
18 paragraph?
19 A. Yes.
20 Q. Do you see paragraph or subparagraph 3 in that
21 column?
22 A. Yes.
23 Q. What does that say?
24 A. **"Full Coverage with no Deductible."**

Page 51

1 Q. Is it from that choice where the selection is
2 made in column C that information is put into the
3 computer as to what the PIP coverage is for the 15/30?
4 A. Yes.
5 Q. At the bottom of that page 6 can you read that
6 information that's contained in the box?
7 A. **"It is not the intent of this statement to
8 limit or discourage the purchase of increased limits
9 of liability and personal injury protection coverages,
10 or other additional coverages which may be available
11 from the company."**
12 Q. Is it your custom and routine and practice in
13 your agency to always offer the APIP coverage?
14 A. Yes.
15 Q. The screen saver, page 7 of this of Exhibit 63,
16 is this something that is routinely and commonly given
17 to the insured or is this a screen saver that you use
18 for making a rate quote?
19 MR. SPADARO: Objection to the form.
20 Q. It's okay.
21 A. **This is a document that is generally used for
22 explanation and comparison of options, but it is
23 generally not given to the applicant unless requested.
24 It's more of a worksheet, if you will.**

Page 52

1 Q. It's a rate quote sheet, correct?
2 A. Correct.
3 Q. It is not the policy, is it?
4 A. No.
5 MR. LEONI: Let me just make sure the
6 record is clear that this is Deaton Exhibit 2 we're
7 talking about which has on the first page a marking
8 number 63.
9 MR. CHEYNEY: Correct. It's the last page
10 of that.
11 BY MR. CHEYNEY:
12 Q. In connection with dealing with applicants for
13 insurance, is there a script given to you by
14 Nationwide as to what to say when talking about PIP
15 protection?
16 A. No.
17 Q. Is it fair to say that when dealing with
18 applicants everyone is different and unique?
19 A. Yes.
20 Q. Although the areas are covered, there's no
21 script or set formula of language used?
22 A. **That's correct.**
23 MR. CHEYNEY: That's all I have. Thank
24 you.

Page 53

1 BY MR. SPADARO:
2 Q. I just have a couple of follow-up questions,
3 Mr. Deaton, not much.
4 If you would, keep before you Deaton
5 Exhibit 2. If you would turn to the page that bears
6 the heading Closing Statement, if you could find that.
7 A. Okay.
8 Q. If you would direct your attention to the
9 paragraph that begins a little bit, begins about the
10 middle of the page and begins with the words "I hereby
11 acknowledge that all coverages."
12 Do you see that?
13 A. Yes.
14 Q. That sentence says, "I hereby acknowledge that
15 all coverages, required and optional, available to me
16 have been fully explained."
17 Do you see that?
18 A. Yes.
19 Q. And Mr. Cheney asked you about that sentence.
20 Do you recall that?
21 A. Yes.
22 Q. Does the reference to coverages being fully
23 explained have meaning to you?
24 A. Yes.

14 (Pages 50 to 53)

Eames
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KA3

Nationwide Mutual Insurance Company
August 9, 2005

Page 54

1 Q. And what does it mean for coverages to be fully
2 explained?
3 **A. To make sure that the applicant understands**
4 **what coverages are available to them and what limits**
5 **of coverages that they are purchasing, what optional**
6 **limits might be available to them, and coverages not**
7 **just relating to the PIP, as we mentioned, but**
8 **additional coverages in terms of rental car, towing**
9 **and labor, other accessory coverages that may be**
10 **available that they may not have thought about or**
11 **contemplated.**

12 Q. The reference in that sentence to coverages
13 being fully explained does not imply a minimal
14 explanation, does it?

15 **A. No.**

16 Q. The last sentence on that page that bears the
17 heading Closing Statement and is part of Deaton
18 Exhibit 2 was a sentence that Mr. Cheyney asked you to
19 read fully.

20 Do you recall that?

21 **A. Yes.**

22 Q. And in response to his request, you read the
23 entire sentence, didn't you?

24 **A. Yes.**

Page 55

1 Q. You didn't read part of it, right?

2 **A. Correct.**

3 MR. SPADARO: That's all I have. Thank
4 you.

5 MR. LEONI: Any other questions?

6 MR. CHEYNEY: No.

7 MR. LEONI: All right.

8 (Discussion off the record.)

9 MR. SPADARO: The parties, being the Eames
10 plaintiffs, the defendant Nationwide and the remaining
11 insurance agents to be deposed today pursuant to the
12 Eames plaintiffs' subpoena, which includes the
13 Broadbent Agency, the Truitt Agency and the Hoban
14 Agency, have agreed to a stipulation in lieu of
15 continuing with those depositions so that based on
16 this stipulation the depositions of the Broadbent,
17 Truitt and Hoban designees pursuant to the plaintiffs'
18 subpoenas will no longer be necessary and have been
19 canceled.

20 And the terms of the stipulation are as
21 follows, and I invite counsel, please, to indicate
22 their assent or disagreement with the way that I
23 characterize it. The parties have stipulated that in
24 the vast majority of documents produced by the

Page 56

1 insurance agents pursuant to the Eames plaintiffs'
2 subpoenas the word "full" appears next to the term
3 "PIP."

4 MR. LEONI: So stipulated.

5 MR. CHEYNEY: It's agreed.

6 MR. SPADARO: I have nothing further.

7 Thank you very much.

8 (Proceedings concluded at 12:10 p.m.)
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

Page 57

INDEX

2 DEPONENT: GLENN W. DEATON	PAGE
3 Examination by Mr. Spadaro	2
4 Examination by Mr. Cheyney	44
5 Examination by Mr. Spadaro	53

EXHIBITS

6 DEATON DEPOSITION EXHIBITS	MARKED
7 1 Letter to Glenn Deaton Agency, Inc. from	
8 John S. Spadaro dated March 24, 2005	
9 with subpoena attached	7
10 2 Multipage document captioned "Automobile	
11 Insurance Application Nationwide Mutual	
12 Insurance Company"	27
13 3 Document captioned "Auto Memorandum Of	
14 Insurance"	42

ERRATA SHEET/DEPONENT'S SIGNATURE	PAGE 58
-----------------------------------	---------

CERTIFICATE OF REPORTER	PAGE 59
-------------------------	---------

Eames
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 58

REPLACE THIS PAGE
WITH THE ERRATA SHEET
AFTER IT HAS BEEN
COMPLETED AND SIGNED
BY THE DEPONENT.

Page 59

1 State of Delaware)
2)
3 New Castle County)
4

5 CERTIFICATE OF REPORTER

6 I, Kurt A. Fetzer, Registered Diplomat
7 Reporter and Notary Public, do hereby certify that
8 there came before me on Tuesday, August 9, 2005, the
9 deponent herein, GLENN W. DEATON, who was duly sworn
10 by me and thereafter examined by counsel for the
11 respective parties; that the questions asked of said
12 deponent and the answers given were taken down by me
13 in Stenotype notes and thereafter transcribed by use
14 of computer-aided transcription and computer printer
15 under my direction.

16 I further certify that the foregoing is a true
17 and correct transcript of the testimony given at said
18 examination of said witness.

19 I further certify that I am not counsel,
20 attorney, or relative of either party, or otherwise
21 interested in the event of this suit.

22 Kurt A. Fetzer, RDR, CRR
23 Certification No. 100-RPR
24 (Expires January 31, 2008)

DATED:

16 (Pages 58 to 59)

Eames
Glenn W. Deatonv.
C.A. # 04-CV-1324 KAJNationwide Mutual Insurance Company
August 9, 2005

Page 60

A	48:19 49:10,15,19 51:13 55:13,13,14 57:7 agency's 6:23 9:1 26:15 agent 3:21 4:6 5:14 29:15 43:16 49:19 agents 9:17 40:11 40:18 55:11 56:1 agent-producer 4:14,15 ago 9:15 agree 3:1 agreed 12:12 25:19 55:14 56:5 agreement 6:4 allowed 6:3,9,10 20:9,14 42:12 along 13:20 30:10 altered 15:3 Although 52:20 always 46:20,20 48:4 49:21 51:13 amount 12:19,20,22 12:24,24 21:20 22:7 23:3 32:23 33:9 34:2 35:5,10 35:14,17 36:7,17 36:18 37:3,24 38:3,4 amounts 21:15 33:2 animal 32:14,16 annual 28:10 annuities 7:1 another 6:9 7:11 43:16 answer 2:22 4:1,3 8:17 21:10 40:20 46:24 answering 27:8 answers 59:8 anybody 42:12 anything 4:24 16:19 42:9,15 46:8 anywhere 34:16 49:24 50:5 APIP 46:9,16 48:23 51:13 appear 7:24 27:10 31:8 33:1 34:12 34:20,22 APPEARANCES 1:16 2:1 appears 32:18 34:11 36:19 37:13 41:20 43:15 45:23 46:4,12 56:2	appendix 8:3 applicable 28:12 32:7 applicant 14:14 15:14,24 16:15 28:21 29:14 30:7 45:15,18,20,24 47:16 48:5 49:14 49:20 51:23 54:3 applicants 52:12,18 applicant's 15:18 application 14:8,9 14:10,21,24 15:11 15:23 16:1,5 19:24 20:22 27:19 27:22 29:1,15,18 29:20,23 35:22 45:13 46:20 47:7 47:9,16,22,23 48:8,21 57:9 applied 32:6 appreciate 19:6 44:6 appropriate 15:20 approximately 18:2 27:14 area 28:4 areas 8:11,15,18 52:20 arrangement 5:16 ascertainable 38:8 asked 29:5 42:13,14 53:19 54:18 59:8 asking 2:20 8:11 12:7 13:24 24:17 asks 19:17 assent 55:22 assessed 36:6 assuming 22:13 attached 7:14 44:13 57:8 attention 31:3 53:8 attorney 3:12 7:11 59:13 attorneys 26:15,20 August 1:14 59:6 auto 13:12,24 17:17 19:7 23:10,24 24:9 26:1 29:9 30:23 32:10 33:14 41:15 43:5,6,12 43:22,22 45:1,4 57:11 automobile 5:3 11:15 17:10 18:14 18:22 21:7 24:7 27:18 31:16 33:11	45:13 57:9 available 14:20 15:19 22:8 23:4,7 38:22 44:21,22 48:16,22,23 51:10 53:15 54:4,6,10 average 47:13 a.m 1:14 B B 50:16 57:5 back 3:23 4:1 23:16 23:17,20,21 43:19 47:3 ballpark 25:8 bank 16:8 based 10:15 11:3 12:20 15:17 36:4 36:8,16 55:15 basic 16:21 27:20 27:22 basically 9:16 14:9 16:21 basis 11:1 bear 29:16 bears 53:5 54:16 before 1:14 2:18 7:22 8:15 33:16 53:4 59:6 beg 50:7 begin 10:18 beginning 1:13 33:21 48:13 begins 28:1 31:21 35:8 53:9,9,10 behalf 1:4 7:4,11 23:11 26:2 being 8:4 33:6 53:22 54:13 55:9 belongs 9:9 Below 28:19 belt 39:19 benefit 39:13,14,16 39:20 between 17:23 46:15 binder 15:21 16:24 17:18 20:17 44:13 44:15,17,20 45:6 45:7,10 birth 27:23 bit 8:24 53:9 biweekly 11:1 blacked 26:16 bodily 38:9,12,19 38:24 39:6 bonding 7:1	bottom 28:8 48:11 51:5 box 49:17 51:6 brand-new 36:1 break 3:6 13:6 42:11 breakage 32:13 breaks 3:8 brief 42:19 briefly 32:9 45:1 Broadbent 55:13,16 Brockstedt 7:12 broker 6:3 brought 20:3 37:19 bulk 18:21 bullet 29:10 burden 26:5 business 4:4,9 9:7 9:10,16 16:9 41:17 buy 13:24 C C 51:2 cabinets 9:11 call 11:19,22 16:18 48:6 called 9:24 43:22 came 59:6 CAMPBELL 1:20 canceled 55:19 capacity 10:21 captioned 57:9,11 captive 5:14,24 car 54:8 card 15:6 cards 16:17 carrier 6:9 carrying 17:17 case 7:15 20:8 22:17 24:18 40:6 40:12 42:1 43:7 cash 36:4,9 Castle 59:2 casualty 5:1 6:24 category 20:19 caveat 45:7 center 16:14 18:1 18:19,24 centers 19:1 Centre 1:13,18 certain 14:4 25:15 26:16 Certainly 12:14 CERTIFICATE 57:13 59:4 Certification 59:17
----------	---	--	--	---

Eames
Glenn W. Deatonv.
C.A. # 04-CV-1324 KAJNationwide Mutual Insurance Company
August 9, 2005

Page 61

certify 59:6,11,13 chairs 9:11 chance 8:14 characterization 41:5,6,14,20 characterize 55:23 characterized 17:6 charged 28:16 34:3 35:5,20 37:1 checked 49:11 checking 49:13 Cheney 44:9 53:19 Cheyney 1:20 17:21 18:17 22:9 23:6 44:8,11 47:1,6 50:7,11,12 52:9 52:11,23 54:18 55:6 56:5 57:3 child's 15:6 choice 15:18 51:1 Civil 1:6,12 claim 12:23,23 35:20,24 36:2,7 37:1,2 claims 37:19 38:23 clarified 24:6 clarify 3:3 13:21 25:2 class 15:7 28:11 clear 24:20 52:6 client 14:14 closing 28:23 48:10 53:6 54:17 CNW 39:23 40:6 COLL 33:22 collect 15:20 collected 11:4 15:17 16:7,24 33:10 34:7 collects 11:2 collision 18:14 30:12 31:13 32:12 32:14,15,17 33:22 36:20 37:2,7 column 31:12,15,21 32:1 33:1 34:1,6 35:8 36:11,20 37:13,23 38:13 39:9 40:24 41:2 46:5 50:21 51:2 columns 31:9 come 30:18 46:21 comes 13:11 19:19 36:2 48:5 50:1 comfortable 27:7 coming 44:6 commercial 5:3	commission 10:15 10:23 Commissioner's 6:23 commissions 10:13 11:3 common 35:19 36:6 47:2 commonly 47:7 51:16 commute 28:10 COMP 33:21 companies 5:20 6:11 company 1:8 3:22 9:19 12:23 22:13 22:19,24 23:24 24:5,14,18 25:10 45:3 51:11 57:10 compare 14:16 20:4 compared 5:19 comparing 30:19 comparison 51:22 compensated 10:10 10:13 compensation 5:4 compete 6:11 complete 14:9 completed 15:15,23 58:6 completely 2:22 completion 14:21 comprehensive 30:12 31:13 32:1 32:7,9,11,15,20 33:7,22 34:2,8 35:9,11 36:11 37:8 compromise 25:19 26:4,11 computer 9:12,20 9:21 14:10 16:2 19:20 30:21 51:3 59:9 computers 9:7 computer-aided 59:9 concern 47:17 concluded 56:8 conduct 49:14 confirm 41:22 connection 10:17 42:5 48:18 52:12 considered 15:1 consistently 47:10 consumer 10:16 13:11 17:2,9,16	19:7,9,15 20:20 21:1 30:23 consumers 5:10,13 13:23 20:8,13 21:16 22:4 23:12 consumer's 17:23 contained 51:6 contains 45:6 contemplated 32:18 35:22,23 54:11 content 44:23 context 12:7,9 Continental 2:3 continuing 55:15 contract 6:1 9:14 9:17 12:20 14:17 17:13 32:19 33:11 contractor 3:21 Cont'd 2:1 conversation 49:21 copy 7:10,14 20:7 20:21 27:10 30:16 44:15,17,21 47:11 47:22 corporation 4:13 correct 4:10 5:8 6:13,17 10:6,9 13:1 17:20 18:18 20:18,21 21:5,18 22:3 25:17 28:17 29:24 30:3,24 31:18 32:2,21 33:8,9,24 34:5,8,9 35:1,16 36:14,17 37:4,12,21 38:2,6 38:11,21 39:1 40:1,5 42:7 43:14 43:17 45:12,15,16 46:14 48:9 52:1,2 52:9,22 55:2 59:11 correctly 10:6 17:7 corresponding 33:6 corresponds 31:24 cost 13:24 14:1 counsel 55:21 59:7 59:13 country 19:2 County 59:2 couple 16:9 42:8 53:2 course 25:23 47:12 court 1:1 7:8 24:24 42:21 coverage 11:15 12:1 13:18 14:2,18 15:9 19:22 21:20	21:24 22:8 25:12 28:5,7 29:2 30:8 31:16 32:6,8,9,11 32:11,15,20 33:3 33:7,10,21 34:4,8 35:10,11,15,23 36:11 37:8,15,18 38:1,9,9,20 39:7 39:14 40:3,7 46:1 46:6,9,13 47:17 48:23 49:6 50:2 50:17,24 51:3,13 coverages 14:12 15:13 21:3,17 30:11 31:5 34:23 35:2 48:15 50:14 51:9,10 53:11,15 53:22 54:1,4,5,6,8 54:9,12 covered 12:23 38:24 39:18 52:20 CRR 59:17 current 14:17,17 CURTIS 1:20 custom 51:12 customized 15:3 D D 57:1 damage 15:3 28:6 30:11 31:14 32:12 32:16 33:23 36:17 36:18,20 37:7,15 37:19,20,24 38:1 38:9 date 27:21,23 29:15 dated 7:12 57:7 59:19 day 18:11 36:1 45:9 days 16:9 18:11 DB 39:9 dealing 52:12,17 death 39:13,14,16 39:19 Deaton 1:11,12 2:6 2:14 3:18,20 4:12 4:20,21,21,24 5:9 5:12,24 7:3,13,15 7:16,20,22 8:21 9:3 10:3,10,18 11:7,11,14 23:10 25:15,19 26:10,15 26:21 27:2,3,11 29:21 31:2 33:14 37:14,23 40:7 41:8,16,21 42:20 42:23 43:2 44:6	44:12 50:10 52:6 53:3,4 54:17 57:2 57:6,7 59:7 decided 9:15 declaration 27:20 29:6 deductible 32:5,7 32:20,22 34:3,20 35:9,15,18,19 36:6,24 37:6 46:2 50:24 deductibles 39:22 48:22 defendant 1:9,22 22:17 24:5,17 55:10 defensive 15:7 Delaware 1:2,13,18 1:23 2:3,16 5:13 6:15,22 10:12 13:11 20:22,23 23:5,12 30:5,10 30:15 43:16 49:4 49:5 50:8 59:1 delivery 7:13 29:9 demographic 27:22 deponent 2:7 57:2 58:7 59:7,8 deposed 55:11 deposited 16:7 deposition 1:11 2:18,21 3:13 7:4,9 7:16 8:15 22:12 26:8 27:1,3 42:22 42:23 57:6 depositions 55:15 55:16 depreciating 36:16 describe 4:7 27:13 29:22 described 7:24 19:5 34:24 44:3 description 8:4 13:6 13:10 19:12 43:21 designated 7:3 designation 7:6 designee 1:12 designees 55:17 desired 50:17 desks 9:11 detail 27:15 28:1 detailed 28:7 determination 28:15 determine 43:11 determined 36:4,15 DETWEILER 1:20
---	---	--	--	--

Eames
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 62

different 15:19 21:2 21:15,17 30:19 31:15 33:21 46:10 52:18 Diplomate 1:14 59:5 direct 31:3 53:8 direction 59:10 directly 11:7,9 16:13,16 19:24 disagreement 55:22 discount 15:7 discounts 28:7 discourage 51:8 discussion 46:15 55:8 displayed 30:9 District 1:1,2 24:24 document 7:20,22 8:2 10:1 14:23,24 15:1,5,5,8 19:14 20:4,7,23 27:9,18 27:20 28:5 30:17 33:18 34:24 43:3 43:4,12,22 44:2 51:21 57:9,11 documents 7:10 8:4 14:22 15:11 16:3 16:6 17:24 19:9 19:10 20:12,19 25:16,20 26:9 27:10 40:7,11,16 41:8,15,21 42:3 55:24 dollar 12:24 21:15 32:22 33:2 34:1 35:10,14,17 37:3 37:24 38:3,4 dollars 13:3,4 domicile 28:20 done 16:4 37:20 49:21 Dover 2:16 down 13:6 59:8 draft 16:10 Drive 2:3,16 driver 14:6 39:17 drivers 14:11 29:7 37:20 driving 14:5 15:7 duly 2:8 59:7 during 3:8 18:14 43:20 47:12 D-3 43:5	each 33:2,10 35:5 Eames 1:3,3,4 43:8 55:9,12 56:1 earlier 20:24 either 20:13 59:13 elaborate 45:1 elected 15:13 electronically 16:5 16:10 embraced 25:24 employee 49:19 employees 8:21 11:6,8,8 end 18:9 enough 3:7 entail 32:10 entire 54:23 entitled 3:9 33:14 43:5 entries 31:4 entry 31:12,24 32:5 33:7 36:20 37:5 37:14 38:12 39:2 39:8,21,23 40:11 40:23 equipment 9:3,5,6,9 9:12 ERRATA 57:12 58:4 ESQ 1:17,20 2:2 estimate 5:17 event 17:23 18:16 38:24 59:14 every 16:15 24:7 41:7 everyone 52:18 exactly 40:5 45:10 examination 2:10 8:8 57:3,3,4 59:12 examine 7:19 examined 2:8 59:7 example 19:11 examples 41:20 exclusive 5:14 exclusively 5:12 6:2 exercise 41:23 exhibit 7:9,16,20 26:8 27:1,3,14 29:21 31:2 33:14 37:14,23 42:22,23 45:14 50:10,10 51:15 52:6 53:5 54:18 EXHIBITS 57:6 existing 15:3 exists 17:13 expect 41:24 42:2,5	expected 2:22 expense 26:5 experience 47:12,15 Expires 59:18 explain 12:7 14:18 39:15 45:20 48:20 explained 37:7 45:24 48:17 53:16 53:23 54:2,13 explaining 14:14 explanation 44:3 51:22 54:14 express 36:23 expressed 13:2,2,4 32:22 36:10 37:3 37:5 38:3 39:22 e-mails 10:3,7	foregoing 59:11 form 15:1,2 20:22 24:24 25:1,1 30:6 30:9,13 34:12,15 46:23 49:5,8,10 49:11 50:8,13 51:19 formal 19:16 20:5 format 33:18 44:23 formula 52:21 forth 8:4,11 14:6,12 27:24 31:9,14 33:2,9,23 35:3,6 found 41:7 four 48:11 fourth 8:2 28:23 freely 7:6 frequently 49:13 friendly 19:17 from 4:3 9:4 10:16 16:10,13,16,21 17:24 18:23 19:8 22:8 23:4 27:1,11 48:11,19 51:1,11 57:7 full 22:7 23:3 41:2,7 41:15,22 42:3 45:21,23 46:2,5,5 50:1,24 56:2 fully 48:16 49:3 53:16,22 54:1,13 54:19 funds 5:5 16:10 further 56:6 59:11 59:13	59:8,11 gives 45:8 glass 32:13 Glenn 1:11,12 2:6 2:14 3:17,20 4:12 4:20 7:13,15 57:2 57:7 59:7 go 6:3 16:4 19:24 41:22 43:18 47:19 49:10 goes 17:16,17 going 3:7 6:5 11:14 12:5 14:10 21:6 23:19 24:9 27:13 31:3 42:21 44:9 47:23 greater 46:8 guess 40:2 Gum 2:16
		F		H
		factor 35:19 36:7 37:10 factors 28:15 fair 31:9,19 41:14 48:18 52:17 fall 11:12 familiar 11:17 far 17:6 18:9 22:10 22:23 fashion 36:24 faster 13:7 Federal 1:12 feel 3:2 27:7 Fetzer 1:14,23 59:5 59:17 few 9:15 fiduciary 10:21,21 16:11 Fifteen 11:13 fifth 29:4 figure 25:4 37:22 file 10:8 16:3,3,6,21 filing 9:11 final 29:13 30:16,22 financial 5:2 find 41:24 53:6 fire 32:14 firm 7:11 16:7 first 2:7 27:20 29:16,18 31:12 33:6 48:1,11 52:7 five 8:23 29:16,18 flood 32:14 Floor 1:21 Florida 18:21,23 follows 2:9 55:21 follow-up 53:2 forbidden 29:8		H H 57:5 hand 7:13 handle 29:1 happen 15:16 happy 41:23 hard 20:7 47:22 hardware 9:14,16 9:17 having 2:7 24:21 heading 8:7,10 31:4 31:8 34:20 53:6 54:17 health 5:2 7:1 hear 23:15 helpful 25:9,13 43:20 hereon 49:7 him 19:15 42:12,14 Hoban 55:13,17 hold 6:19 23:15,19 home 2:15 17:17 19:15 homeowner 5:3 hope 6:14 hot 20:1 household 29:7 hunting 42:15
		G		I
		Gainesville 18:21 18:23 gather 14:3 general 28:19 generally 13:16 18:2 19:18,22 24:16 32:17 34:19 44:16 45:2 47:21 49:19 51:21,23 generate 14:10 generated 16:13 17:24 18:23 20:6 20:7 generically 22:11 give 12:15,16 13:5,9 16:18 42:8 44:17 given 2:17 13:16 14:7 20:19 24:7 46:20,20,21 47:8 51:16,23 52:13		I idea 40:2 identifiable 36:12 identification 7:17 27:4 28:3 42:24 identified 26:18 identifies 31:15 identify 6:21 34:18
E				
E 57:1,5				

Eames
Glenn W. Deatonv.
C.A. # 04-CV-1324 KAJNationwide Mutual Insurance Company
August 9, 2005

Page 63

identifying 26:17 III 1:20 imply 54:13 Inc 1:11 57:7 include 9:24 32:13 included 28:22 includes 29:4 55:12 including 5:2 8:23 28:2,10 29:9 30:11 income 10:15 Incorporated 3:18 3:20 4:12,21 7:13 increased 51:8 incurred 36:17,18 independent 3:21 indicate 32:4 34:15 35:17 44:20 55:21 indicated 30:22 indicates 34:2 35:10 35:14 37:22,24 indicating 4:4 34:7 individual 13:17 information 14:3,5 14:6,11 19:21 26:17 27:21,22 28:20,22,24 31:9 32:3 34:10 45:7 45:17 51:2,6 infrequently 49:13 initialed 29:5 injury 11:16,19 38:9,12,20,24 39:6 45:21 46:13 46:17 51:9 inspection 15:2,5 instead 43:15 insurance 1:8 3:22 5:4,6,10,13,18,19 5:19 6:10,22 9:10 9:13 10:11,17 11:16 12:15,18 13:24 15:22 17:1 17:1,10,13,18,18 19:8 20:17,17 21:7 22:13,19,24 23:24 24:5,7,18 25:10 26:1,2 27:19 30:2 31:16 31:16 32:10,19 33:11 37:18 38:22 40:11,18 43:5,6 43:16,23 44:24 45:2,13 52:13 55:11 56:1 57:9 57:10,11 insured 16:14 17:9	18:13 27:21,23 28:2 29:5 30:13 30:18 32:12 34:12 34:16 37:1 38:23 38:24 39:17 46:16 46:21 47:8,10 48:20 51:17 insures 18:16 37:18 intent 51:7 interested 6:8 59:14 interim 18:15 interject 13:20 28:13 interrupted 30:4 interview 14:13 intranet 9:19 invite 55:21 involved 18:13 23:11 issuance 45:8 issue 18:22 25:11 issued 45:3,4 LD 16:17 <hr/> <p style="text-align: center;">J</p> <hr/> J 2:2 January 59:18 John 1:17 12:5 57:7 just 12:5,16 20:5 24:20 25:20,23 27:6 28:13 42:8 43:6 47:2 52:5 53:2 54:7 <hr/> <p style="text-align: center;">K</p> <hr/> keep 44:15 53:4 killed 39:18 King 1:23 know 3:6 4:22 11:20,22 12:1 18:20 22:10 27:7 33:15 34:23 known 11:16 18:5,7 38:4 Kurt 1:14 3:24 23:17 59:5,17 <hr/> <p style="text-align: center;">L</p> <hr/> L 1:3 labor 54:9 Landon 1:13,17 language 52:21 larger 30:1 last 4:1 23:21 33:14 37:14,23 41:16 47:24 49:2 52:9 54:16	later 16:10 36:3,15 law 1:13 14:19 30:10 lawsuit 25:24 lease 9:3,14 leaves 17:16 left 39:2 left-hand 31:12,15 32:1 40:24 Leoni 2:2,2 3:15 12:5 21:10,13 22:10 23:15,19,23 24:20 26:15 42:11 42:18 44:9 50:4 50:10 52:5 55:5,7 56:4 less 18:5 25:12 let 3:6 7:8 8:24 16:23 22:18 23:2 26:24 27:7 31:1 33:13,15 34:11 40:23 42:20 43:18 47:5 52:5 letter 7:10 19:16,18 19:23 20:6 57:7 letters 39:23 Level 31:5 liability 5:3 11:24 12:17,19,22 14:15 21:2,16,23 22:7 23:3 28:6 35:2,11 35:18 36:8,10 37:6 38:1,8,19 39:22 51:9 license 6:19,22,23 27:23 licensed 4:17 6:18 lieu 55:14 life 5:2,4 7:1 like 9:7 14:1,16 19:22 20:3,4 30:8 41:15 46:8 47:11 limit 12:21,21,21 21:6 35:11,18,23 36:8,10 37:6 38:1 38:8,19 45:9 46:3 51:8 limitation 38:18 limitations 14:15 limited 22:14,17 limits 11:24 12:17 12:19 14:15,19 21:1,15,23 22:7 23:3,7,13 25:5 30:9 35:2 39:22 46:18 48:21 49:6 50:17 51:8 54:4,6	line 15:7 32:6,7 47:24 listed 5:6 28:8 little 8:24 24:21 27:15 53:9 live 28:21 local 16:8 long 6:11 11:10 17:15 18:9 longer 18:10 55:18 Looking 50:13 loss 30:12 <hr/> <p style="text-align: center;">M</p> <hr/> made 38:22 51:2 mail 18:3 majority 55:24 make 11:24 12:6,8 22:18 23:20 28:2 34:19 44:21,22 52:5 54:3 making 51:18 management 10:1 mandated 21:20 many 8:21 9:12 20:1 26:1 March 7:12 57:7 mark 7:9 26:8 42:21 marked 7:17,20 27:4 42:24 43:5 57:6 market 1:21 6:4,8 6:12,15 marking 26:24 49:16 52:7 Matters 8:8 maximum 12:20,22 18:12 23:7 may 11:24 13:21 15:2 35:24 42:9 42:14 51:10 54:9 54:10 maybe 4:11 13:7 18:11 22:13 40:3 mean 3:9 4:15,22 5:23 11:20,22 12:2 13:20 38:16 45:23 54:1 meaning 35:24 53:23 means 12:17 40:2,3 40:7 45:21 46:1 meant 6:14,15 meeting 46:2 memorandum 15:22 17:1,17	20:16 43:5,6,23 44:23 45:2,4 57:11 mentioned 6:24 20:16 30:17 54:7 middle 31:4,21 34:1 35:8 36:19 37:13 37:23 38:13 39:21 41:2 53:10 might 9:24 26:17 28:11,15 48:24 54:6 mileage 28:10 minimal 54:13 minimum 21:20,23 23:13 25:5,12 30:9 46:17 minutes 42:9 misrepresentations 29:1 Mm-hmm 21:8 model 28:3 34:19 moment 28:13 monitor 19:21 month 36:2 more 8:24 9:5 18:7 22:4 26:1 27:15 51:24 MORGAN 2:2 motor 47:18,19 motorist 28:6 30:12 39:6 49:4 Motorists 30:5 50:8 move 3:7 much 11:3 13:24 17:22 43:3 45:6 53:3 56:7 Multipage 57:9 Murphy 1:13,17 must 50:16 mutual 1:8 5:4 22:12,15,18,19,24 23:24 24:5,13,14 24:18 25:10 27:19 57:9 myself 4:7 8:23 11:8 <hr/> <p style="text-align: center;">N</p> <hr/> N 57:1 name 2:12 22:18 27:21 34:12 named 39:17 names 33:20 Nationwide 1:8 3:22 4:5 5:9,13,14 5:16,18,21 6:5,8 6:12 9:2,4,10,13
---	--	---	---	---

Eames
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 64

9:21,24 10:11,17 10:19,23 11:2,12 13:12 14:9 16:2,4 16:13,16 17:10 18:15,19 19:1,8 22:8,12,15,17,19 22:24 23:4,24 24:5,13,14,18 25:10 26:2 27:19 28:24 52:14 55:10 57:9 Nationwide's 4:6 6:1,2 10:8 16:8 17:24 23:11 39:16 necessary 55:18 need 3:6,8 47:18 needed 14:4,11 needs 3:2 neighborhood 13:11 new 16:3 44:18 59:2 Newark 2:3 newspapers 29:11 next 8:7 39:2 56:2 nodded 17:3 non-standard 24:15 Notary 1:14 59:6 notes 59:9 nothing 42:10 56:6 notice 22:11 47:24 no-fault 50:2 number 27:1 28:1,3 30:23 31:21 33:15 35:9 36:12,15,19 36:23 37:13 45:5 50:2 52:8 numbered 26:21 numbers 13:2 26:22	19:19 20:10 26:16 30:19 43:13 offices 1:13 often 20:8 25:5 47:12 okay 3:10,11 9:2 13:15 16:23 17:2 25:13 27:9,16 42:18 51:20 53:7 once 13:16 14:6 45:2 one 3:9 18:2,14 20:19 24:14 26:22 29:10 32:15 41:7 41:16 only 6:17 10:22 18:11 22:12 23:23 24:4,17 25:11 operate 4:4 operations 9:7 opportunities 5:15 opportunity 7:19 option 14:19 optional 30:10 48:16 53:15 54:5 options 15:19 20:24 30:8,14 46:16 50:16 51:22 ordinary 13:10 original 16:5 other 4:17 5:19 6:4 6:10 10:14,15 17:1,18 19:1,2 20:12,17 24:9 30:10 37:19 38:23 40:11 41:21 50:1 51:10 54:9 55:5 others 1:4 otherwise 24:8 26:17 39:21 59:13 out 9:16 14:22 16:14 18:3 19:18 19:23 25:4 26:16 30:14 outside 5:15 6:3 over 25:23 49:10 overall 5:22 own 9:17 owned 9:21,23 ownership 28:4 29:6	28:1,4,8,9,19,22 28:23 29:4,13 30:5,16,22 31:2,4 33:14 34:11,13,15 37:14,23 41:16 47:23 48:10 49:8 50:9 51:5,15 52:7 52:9 53:5,10 54:16 57:2,12,13 58:3 pages 27:14 29:16 29:18,20,21 paid 11:6,7,9 paper 16:4 paragraph 48:11,12 49:2 50:14,18,20 53:9 pardon 50:7 part 17:6 19:8 20:12 26:10 27:14 29:13,22 30:1 54:17 55:1 particular 11:15 32:19 particularly 24:13 parties 25:19 55:9 55:23 59:8 party 59:13 passengers 39:17 passes 17:22 patience 44:6 patiently 19:6 pay 15:18,19 payable 12:22 39:20 payment 28:21 pays 11:2 PD 33:22 Pennsylvania 1:21 people 25:5 per 12:21,21 22:1,1 23:8,8,13,13 38:17,18 percent 5:22 25:11 percentage 5:17 23:9,10 25:8 47:21 period 25:24 person 12:21 22:1 23:8,13 38:17 personal 11:16,19 14:4 23:24 29:9 45:21 46:12,17 48:19 51:9 persons 38:23 Philadelphia 1:21 physical 20:22 28:6	30:11 47:16 49:16 physically 45:3 PIP 11:22 12:1 21:20,24 22:8 23:3,7 25:12 28:7 40:23 41:7,15 42:6 45:20 48:23 51:3 52:14 54:7 56:3 pipeline 9:18 pizza 29:10 place 6:9 28:20 29:14 32:16 placed 10:21 placing 30:2 plaintiffs 1:6,19 43:7 55:10,12,17 56:1 plan 15:18,19 please 2:13,15 13:15 16:18 31:2 33:16 49:3 55:21 point 14:13 15:21 16:12,23 17:9,12 17:15,16 24:10 32:3 policies 18:22 23:10 24:1 25:11 26:1,2 26:18 30:15 policy 13:12 16:12 16:16,17 17:24 20:3 29:9 32:10 36:13 37:11 38:4 38:7 43:12,15,22 45:2,5,8,11 46:6,9 46:18 48:1,5,5,8 49:24 50:6,6 52:3 policyholder 44:17 44:18 policyholders 25:21 26:18 policy-related 25:20 26:9 potentially 15:4 practice 51:12 preference 13:8 premium 10:16,19 10:20 11:3 15:17 15:20 16:24 28:16 33:9 34:7 35:5 46:6,10 premiums 11:2 16:6 premium-bearing 10:22 prepare 14:4 prepared 8:17 14:7 president 4:13	11:10 presumably 17:16 pretty 45:6 price 14:1 19:11,12 primarily 5:16 primary 4:14,18 principal 3:21 4:5,7 4:8,9 print 20:1,2,4,5 30:17,20 printed 14:22 19:23 printer 59:9 Procedure 1:12 proceeding 2:18 Proceedings 56:8 process 13:10,17 14:8 15:23 16:22 18:3 19:5,7,8 20:1 20:13 30:1,20 43:21 processed 10:24 16:12 45:3 processes 47:20 produce 25:20 produced 25:15 26:10,22 40:7,11 41:8,21 55:24 producer 4:18 producing 29:14 product 6:5,6,7 10:18 11:16 31:17 39:16 production 27:2,11 products 4:16 5:2,5 5:6,7,10,13,15,16 5:18,19 6:1,3,11 6:12,24 9:20 10:11,14 24:9 professional 6:19 program 16:9 prohibited 29:11 proof 15:22 17:1,18 20:17 47:17 property 5:1,3 6:24 9:10,13 31:14 33:23 36:16 37:15 37:19,20,24 38:1 38:9 protection 11:16,19 20:23 30:6 45:21 46:13,17 49:5 50:8 51:9 52:15 provide 15:20,21,24 19:17,20 provided 9:21 12:20 15:9,9 17:2 30:15
---	---	---	---	--

Eames
Glenn W. Deatonv.
C.A. # 04-CV-1324 KAJNationwide Mutual Insurance Company
August 9, 2005

Page 65

provides 27:20 28:5 28:9,24 32:11 39:16 Public 1:15 59:6 purchase 19:22 21:2,16 22:4 23:4 23:12 25:5,12 47:18 51:8 purchased 35:24 36:13 37:11 38:5 38:7 purchases 13:12 19:7 purchasing 48:22 54:5 purports 7:10 8:3 purposes 47:20 pursuant 1:12 55:11,17 56:1 put 51:2 p.m 56:8	reached 25:18 26:4 read 3:23 4:1 23:17 23:19,21 48:1,5 48:12 49:3,4 51:5 54:19,22 55:1 readily 36:12 38:7 43:11 reads 31:13 39:2 really 16:4 35:21 reason 37:5,7 recall 21:4 53:20 54:20 receipt 15:20 16:1 17:23 receive 10:3,23 16:16 received 10:7,20 16:18 recess 42:19 record 2:12 12:16 14:5 25:23 52:6 55:8 redacted 26:16 34:10,21 reduce 26:4 refer 4:20 49:16 reference 11:24 53:22 54:12 referred 20:24 43:20 referring 5:23 11:14 13:23 23:23 24:4 28:14 refers 22:12 reflect 46:5 regarding 24:13 29:1,6 regardless 35:20 regions 19:2 Registered 1:14 59:5 registration 47:19 regular 29:7 reject 30:7 rejected 15:14 relate 22:23 24:6 43:15 related 32:13,17 43:12 relates 32:5 relating 8:17 54:7 relationship 4:11 9:1,1 relative 59:13 relatively 36:8 released 16:1 remaining 29:21	55:10 remember 43:24 remittance 16:8 remitted 10:23 16:8 rental 54:8 repeat 3:4 47:3 repetition 3:3 rephrasing 3:3 REPLACE 58:3 report 15:5,6 reporter 1:14 4:1 7:9 23:21 42:21 57:13 59:4,6 represent 40:10 41:6 43:4 representative 3:17 represented 3:12 26:12 43:9 representing 3:15 41:9 represents 5:21 request 47:21 54:22 requested 20:6 49:6 51:23 requesting 13:17 14:14 required 6:2 9:14 14:3,18,23 15:4 15:10 30:10 48:16 49:5 53:15 requirement 46:2 requirements 30:14 respect 21:1,19 33:10 37:8 respective 59:8 responding 26:5 response 24:12 25:14 54:22 responses 22:23 responsible 4:16 result 28:15 49:14 49:21 retain 16:5 retaining 16:3 review 8:14 15:13 16:19 27:6 reviewing 27:9 43:2 right 11:5 12:13 17:19 20:20 21:7 21:17,21,22 22:2 22:18 24:16 32:1 32:20 33:7,23 34:4,24 35:6,15 37:8 38:10 46:5 55:1,7 right-hand 33:1 34:6	risk 29:3 Road 1:13,18 ROBERT 2:2 ROBERTA 1:3 role 10:11 roughly 5:17 routine 41:16 47:2 51:12 routinely 46:21 47:7 51:16 rule 1:12 44:16 running 9:20	53:14,19 54:12,16 54:18,23 served 7:15 server 10:8 service 5:2 16:13 17:24 18:19,23 19:1 set 7:9 8:3,11 16:2 16:20 26:9,9 27:1 27:11 33:2 35:3,6 41:7 52:21 sets 26:21 33:9 41:21 setting 31:9 seven 27:14 share 19:20 30:18 shared 19:9,14 30:22 43:7 sheet 52:1 58:4 SHEET/DEPON... 57:12 SHELBY 2:2 show 14:19 20:2 41:19 42:20 showing 37:6 shown 41:16 44:12 sign 29:15 30:13 45:18 signature 29:14 57:12 signatures 15:10 signed 7:11 14:23 45:14,17 49:4 58:6 signifies 38:17 signifying 34:3 signs 47:8 similar 33:18 36:24 44:22 similary 1:5 simply 30:20 41:21 41:24 43:18 single 26:9 sir 2:12 8:22 22:21 situated 1:5 sixteen 11:13 sixth 30:5 skipped 39:8 small 39:19 47:21 social 27:23 software 9:15,18,19 9:20,23 10:1 sold 26:1 43:12,16 43:22 some 5:4 15:22 27:8 28:19 41:19 44:8 44:10
Q question 3:1,4 6:16 23:20,22 24:8,11 24:12,19 25:6 45:10 47:3 49:22 50:11 questions 2:21 8:12 8:17 12:12,13 16:19 21:6 22:14 22:16 24:6 27:8 42:13,14 44:8,10 48:6 53:2 55:5 59:8 quickly 3:7 39:15 quiz 12:16 quotation 14:1 quote 13:16,17,23 14:4,7 19:11,12 19:16,17,18,19,20 19:23 20:2,6,9 30:20,23 33:15 41:15 47:24 51:18 52:1 quotes 30:19				
R rarely 47:15,16 rate 15:8 28:11 30:23 33:14 41:15 51:18 52:1 rather 35:14,18 36:15 37:6 rating 28:14 ratings 28:9 RDR 59:17				

Eames
Glenn W. Deaton

v.
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company
August 9, 2005

Page 66

someone 19:16,19 35:24	subparagraph 50:20	56:7	53:5	V
something 48:4 51:16	subpoena 7:14 25:14 26:5 55:12 57:8	theft 32:14	Turning 35:8	v 1:7
sorry 13:20 30:4 39:8 40:20	subpoenaed 8:4 40:12	their 6:6 9:14,15,18 9:18 10:24 16:13 16:16 20:3 29:6 37:20 39:19 47:17 47:18,18 55:22	two 18:11 29:21 two-digit 26:22 type 11:15 14:5 27:21 34:21 40:16 43:22 44:2	value 35:20,22 36:3 36:4,9,16 valued 36:1
sort 9:8	subpoenas 55:18 56:2	themselves 1:4 29:19	types 31:15 33:2,21 34:23	vandalism 32:13 variable 5:5 7:1 35:21
source 10:14	suffered 38:24	thing 9:8	typical 23:12	variables 28:9,14
Spadaro 1:13,17,17 2:11 3:23 4:2 7:8 7:18 12:10,11 21:13,14 22:16,20 24:2,3,23 25:3 26:24 27:5 42:8 42:20 43:1 44:5 46:23 50:3 51:19 53:1 55:3,9 56:6 57:3,4,7	suit 59:14	things 29:11	typically 17:22	variety 5:1 15:18
	Suite 1:13,18 2:3	think 6:15 20:16,24 42:9 43:3,11 47:1	U	various 14:11 42:3
	supplemental 15:8	third 28:19	UMBI 39:2	vast 55:24
	surcharges 28:11	THOMAS 1:3	unclear 3:2	vehicle 14:5,12 15:2 15:2,4 18:13 28:2 28:3 29:8,8 31:5 32:12,17 34:16,18 34:21 35:21 36:1 36:3,5,9 47:18,19 47:19
	sure 12:6,8,10,19 13:16,22 16:20 22:18 23:20 40:14 52:5 54:3	thought 54:10	under 2:17,23 8:10 9:17 25:10 26:18 29:9 30:15 31:4,8 47:24 50:14,16 59:10	verbally 21:11
	surprise 41:12	three 8:11,18 31:9 48:1	underneath 31:13 31:14	verify 30:7
	SWARTZ 1:20	through 1:12 6:9,22 10:13,18 14:10 27:19 41:23 43:13 43:16	understand 2:20 4:3 6:14 7:2 8:10 10:6 12:6 22:21 23:20 24:11,12,19 25:4,6 26:6,12 40:13,15 41:9 42:16 43:9 50:5	very 19:5 25:13 32:9 44:22 47:24 49:2 56:7
	Sweet 2:16	time 17:22 18:3 25:24 29:15 35:22 35:24 36:2,4,5,12 37:10 38:4 43:2 45:9 46:21 47:8 48:20	understand 2:20 4:3 6:14 7:2 8:10 10:6 12:6 22:21 23:20 24:11,12,19 25:4,6 26:6,12 40:13,15 41:9 42:16 43:9 50:5	view 15:4
	sworn 2:8,17 59:7	times 20:1	understanding 12:17 17:12 18:15 21:19,24 25:15,18 26:14,20	viewpoint 48:19
	T	titled 30:23	understands 12:8 54:3	visually 20:13
	T 57:5	today 3:15 8:5,12 22:8 23:4 44:7 55:11	understood 6:16	W
	take 3:6,9 18:5,7,10 19:15 20:14 32:16 40:23 43:2 47:13 47:14	today's 8:15	underwriting 28:14	W 1:12 2:6,14 57:2 59:7
	taken 1:12 42:19 47:15,16 59:8	told 40:13 48:4	uninsured 28:6 30:12 39:6	want 3:10 13:6 26:8 43:18
	takes 18:10	topics 8:5	unique 52:18	wanted 40:3,8 46:13
	talk 42:12,14	total 29:5	UNITED 1:1	way 6:16 13:21 55:22
	talking 22:11 24:15 24:15 52:7,14	towing 54:8	unknown 37:10	wearing 39:19
	TAMMY 1:4	trailing 14:22,23 15:1,5,11 16:6	unknown 36:8	week 18:2,5,7,10,14 36:2
	taxicab-type 29:11	transact 6:18	unless 24:8 51:23	week's 18:2
	telephone 19:19	transaction 16:22	unmodified 50:1	well 5:5 7:1 9:6 17:15 20:22 36:2
	telephones 9:7	transactions 10:24 16:4	unredacted 34:11 34:15	were 9:14 14:23 26:10,21 30:19 42:13 46:8 47:1 59:8
	tell 2:15 16:15 17:22 23:2 40:3 41:24	transcript 59:11	usage 42:2	we're 10:13 11:14 23:23 24:14,15,24 42:11 50:8 52:6
	ten 18:11	transcription 59:9	use 4:7 9:6,15,18 29:6,7 30:13 51:17 59:9	while 20:9 42:11
	ten-day 18:14	transferring 10:19	used 30:6 40:16 51:21 52:21	WILCOX 1:23
	term 4:7 11:17 12:18 13:21 56:2	trouble 24:22	user 19:17	Wilmington 1:13,18 1:23
	terms 23:9 25:9 54:8 55:20	true 59:11	uses 29:8	Withdraw 50:11
	testified 2:9	Truitt 55:13,17	using 12:9	witness 2:4 17:3
	testify 7:3	truthfully 2:22		
	testimony 2:17 3:8 8:5 17:7 42:13 59:11	try 3:7 27:13		
	Thank 8:20 19:4 21:13 25:13 27:17 28:18 30:4 36:18 40:22 52:23 55:3	trying 12:15 25:4 47:2		
		Tuesday 1:14 59:6		
		turn 8:2 31:1 33:13		
stipulated 55:23 56:4				
stipulation 55:14,16 55:20				
Street 1:21,23				
strictly 10:13				
student's 15:6				
subject 8:11,15,18 45:8				

Eames
Glenn W. Deatonv.
C.A. # 04-CV-1324 KAJNationwide Mutual Insurance Company
August 9, 2005

Page 67

21:12 23:18 24:21 42:17 59:12 word 42:3 50:1,1 56:2 words 6:4 47:1,2,4 48:1 53:10 work 28:10,10 worker's 5:4 worksheet 51:24 writing 20:9 written 19:12 wrongfully 22:14	19801 1:23 19805 1:18 1989 11:12 19904 2:16	90 5:21 95 5:22		
<u>X</u>	<u>2</u>			
X 57:1,5	2 26:8 27:1,3,15 28:1 29:21 31:2 33:14 37:14,24 41:16 50:10 52:6 53:5 54:18 57:3,9 2005 1:14 7:12 57:7 59:6 2008 59:18 206 2:3 210 1:13,18 23.20 34:6 24 7:12 57:7 25 25:11 250 31:22 34:2 35:9 27 57:10			
<u>Y</u>	<u>3</u>			
year 23:12 28:3 34:19,21 36:3 47:13,13 years 9:13,15 11:13				
<u>\$</u>	<u>4</u>			
\$100,000 23:8 \$15,000 22:1 23:13 38:17 \$20,000 36:1 \$23.20 33:6 34:7 \$250 32:6,20 34:3 34:20 \$30,000 22:1 23:13 38:17 \$300,000 23:8 \$71.90 45:21	3 28:9,22 42:22,23 47:23 50:2,14,20 57:11 30 45:8 30(b)(6) 1:12 302 1:24 31 59:18 34th 1:21 35 25:21 26:1			
<u>0</u>	<u>5</u>			
04-CV-1324KAJ 1:7				
<u>1</u>	<u>6</u>			
1 7:9,16,20 27:18 30:23 33:15 57:7 10,000 37:13,22,22 10:40 1:14 100-RPR 59:17 100/300,000 46:10 101 12:15 1011 1:13,18 12:10 56:8 128 2:16 131 2:3 1330 1:23 15/30 38:12 46:3 51:3 1601 1:21 19103-2316 1:21 19713 2:3	5 29:13 500 36:19 53 57:4 58 57:12 59 57:13 6 49:8 50:9 51:5 63 27:1,11 44:12 45:14 51:15 52:8 655-0477 1:24 7 51:15 57:8 71.90 46:4 9 1:14 59:6			